

California High-Speed Train Project



EXECUTION VERSION

Agreement No.: HSR13-06

Book 2, Part A, Subpart 1 - Signature Document

Revision(s)	Date	Description
0	03/22/2012	Initial Release, R0
1	04/30/2012	Addendum 1
2	06/05/2012	Addendum 2
3	07/02/2012	Addendum 3
4	11/13/2012	Addendum 6
5	12/14/2012	Addendum 7
6	01/08/2013	Addendum 9
7	07/30/2013	Execution Version

STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER HSR13-06
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

Tutor Perini/Zachry/Parsons, a Joint Venture

2. The term of this Agreement is from: **See Attachment A, Article 3** to
3. The maximum amount of this Agreement is: **See Attachment A, Article 4**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CONSTRUCTION PACKAGE 1 OF THE INITIAL CONSTRUCTION SEGMENT OF THE CALIFORNIA HIGH-SPEED TRAIN SYSTEM

Attachment A: Signature Document General Terms	4 Pages
Attachment B: Prices	1 Page
Attachment C: Key Personnel, ATCs, and Proposal Commitments	1 Page
Attachment D: Authorized Representatives Addresses for Notices	1 Page
Attachment E: Payment Bond	2 Pages
Attachment F: Performance Bond	3 Pages
Attachment G: Guaranty	10 Pages
Attachment H: Davis-Bacon Act Wage Rates	44 Pages
Attachment I: DRB Agreement Form	7 Pages
Attachment J: Buy America Certificate	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto

These documents can be viewed at <http://www.ois.dgs.ca.gov/Standard+Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Tutor Perini/Zachry/Parsons, a Joint Venture		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 08-02-13	
PRINTED NAME AND TITLE OF PERSON SIGNING Ronald N. Tutor, Chairman & Chief Executive Officer, Tutor Perini Corporation, Official Representative		
ADDRESS 15901 Olden Street, Sylmar, CA 91342		
STATE OF CALIFORNIA		
AGENCY NAME California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8-16-13	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeffrey Morales, CEO		
ADDRESS 770 L Street, Suite 800, Sacramento, CA 95814		
<input type="checkbox"/> Exempt Per:		
APPROVED AS TO FORM		
AGENCY NAME California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) July 25, 2013	
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas Fellenz, Chief Counsel		

Attachment A: Signature Document General Terms

RECITALS

- A. On March 22, 2012 the Authority issued Request for Proposals No. HSR 11-16 (as amended, "RFP") for design and construction of Construction Package No. 01 of the Initial Construction Segment of the California High-Speed Train Project, pursuant to procurement authority granted in Section 185036(a) of the California Public Utilities Code.
- B. The Authority's goals for the Project include achieving the design, construction and testing of the Project within the Authority's standards for schedule, budget, quality, sustainability, safety and security, and validation, verification and self-certification while meeting the established criteria for the use of small, disabled and disadvantaged businesses and for environmental compliance and mitigation.
- C. The Contract Documents include provisions intended to allow the Authority's goals for the Project to be achieved and to reflect the Contractor's assumption of responsibility, risk, and liability for design of the Project, and a requirement to pay Liquidated Damages in the event of unexcused delay in completion. The RFP required the Proposers to account for such restrictions and requirements in determining the proposed Contract Price.
- D. The Authority evaluated proposals in response to the RFP, and has selected the Contractor for award of the Contract based on a determination that its Proposal provided the best value to the Authority, considering the technical and price factors set forth in the RFP.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. Contract Documents

The Contract Documents are defined in the "Definitions" clause (Section 1) of the General Provisions (Book 2, Part B). The Contract Documents shall be deemed to include all provisions required by Law to be inserted in the Contract, whether actually inserted or not.

ARTICLE 2. Scope of Work

The Contractor shall do all the work and furnish all the materials (except the work and materials expressly stated in the Contract Documents to be performed or furnished by others) necessary to achieve Final Acceptance. The Contractor shall perform the Work in accordance



with the Contract Documents.

A general description of the scope of the Work is set forth in Contract Documents, Book 2, Part C.

ARTICLE 3. Contract Time

The Contractor shall begin the Work on the date set forth in each Notice to Proceed issued by the Authority. See the Special Provisions and the “Notice to Proceed and Prerequisites for Start of Construction” clause (Section 3) of the General Provisions.

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion by the Substantial Completion Deadline and to achieve Final Acceptance by the Final Acceptance Deadline, as such dates may be extended in accordance with the Contract Documents. Certain Contractor obligations, including its warranty obligations, extend beyond Final Acceptance. See the “Warranty” clause (Section 7.8) of the General Provisions and the Special Provisions.

ARTICLE 4. Compensation

The Contract Price constitutes full compensation for the Work. The Authority has the right to exercise certain options as specified in the Contract. The Contract Price, Provisional Sums, and hazardous materials unit prices are set forth in Attachment B. The Contract Price is subject to equitable adjustment as set forth in the Contract Documents.

ARTICLE 5. Alterations and Omissions

The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Authority other than the consideration named in the Contract.

The Authority reserves the right, at any time during the progress of the Work, to alter the scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made in accordance with the Contract Documents for the altered or omitted Work, in accordance with the “Changes” clause (Section 17) of the General Provisions.

ARTICLE 6. Payments

As the Work progresses in accordance with the Contract and in a manner that is satisfactory to the Authority, the Authority will make payments to the Contractor for Work completed in accordance with the “Invoicing and Payment” clause (Section 30) of the General Provisions.



ARTICLE 7. Key Personnel, ATCs, and Proposal Commitments

Key Personnel, ATCs and Proposal Commitments are set forth in Attachment C.

ARTICLE 8. Project Organization and Contacts

Attachment D identifies the initial Authorized Representatives of the Authority and the Contractor. Each party shall have the right to change its Authorized Representative and addresses for notices, upon written notice delivered pursuant to this Article.

All notices and other communications concerning the Contract shall be written in English, shall bear the number assigned to the Contract by the Authority and shall follow the Authority's correspondence format and reference system.

Notices and other communications may be delivered personally, by telegram, by private package delivery, by facsimile, or by regular, certified, or registered mail. A notice to the Authority will be effective only if it is delivered to the Authority's Authorized Representative and other person(s) designated for delivery of notices in Attachment D, and a notice to the Contractor will be effective only if it is delivered to the Contractor's Authorized Representative and other person(s) designated for delivery of notices in Attachment D.

Notices shall be deemed delivered when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by tele-facsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Receipt of notices delivered by tele-facsimile shall be confirmed by telephone. Any technical problem or any failure of any kind preventing the Contractor from delivering notice in accordance with the Contract shall be the sole responsibility of the Contractor.

The Contractor shall copy the Authority on all written correspondence pertaining to the Contract between the Contractor and any Person other than the Contractor's Subcontractors, consultants and attorneys.



ARTICLE 9. Organization

The Contractor represents, warrants and covenants for the benefit of the Authority as follows.

The Contractor is a Joint Venture

duly organized and validly existing under the laws of the State of California

with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. The Contractor is composed of Tutor Perini Corporation, Zachry Construction Corporation, and Parsons Transportation Group, Inc. Tutor Perini Corporation is a corporation, duly organized and validly existing under the laws of the State of Massachusetts, with all requisite power to own its own properties and assets and carry on its business as now conducted or proposed to be conducted. Zachry Construction Corporation is a corporation duly organized and validly existing under the laws of the State of Delaware, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. Parsons Transportation Group, Inc. is a corporation, duly organized and validly existing under the laws of the State of Illinois, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

The Contractor and each of its members are duly qualified to do business and are in good standing in the State and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents.

The Contractor's license number and expiration date are #970136, Expiration 02/28/2014

ARTICLE 10. Security

A copy of the executed Payment Bond is attached as Attachment E. A copy of the executed Performance Bond is attached as Attachment F. A copy of the executed Guaranty is attached as Attachment G.

ARTICLE 11. Davis-Bacon Act Wage Rates

A copy of the Davis-Bacon Act Wage Rates is attached as Attachment H.

ARTICLE 12. DRB Agreement

A copy of the DRB Agreement form is attached as Attachment I.

ARTICLE 13. Buy America Certificate

A copy of the Buy America Certificate is attached as Attachment J.

ARTICLE 14. Letter of Assent

Within 15 days after receipt of the executed Community Benefits Agreement, Contractor shall submit to the Authority a letter of assent executed by the Contractor agreeing to be bound by



the Community Benefits Agreement.



Attachment B: Prices

Item	Price
Contract Price:	\$969,988,000
Utility Provisional Sum:	\$25,000,000
Construction Contract Work Provisional Sum:	\$20,000,000
Building Hazardous Materials Provisional Sum	\$8,000,000
Total Provisional Sums:	\$53,000,000
Total Contract Price	
[Contract Price + Total Provisional Sums]:	\$1,022,988,000
Hazardous Materials Unit Prices per Ton:	
Class I Hazardous Waste ¹ (est. 72,165 tons):	\$90/ton
Class II Hazardous Waste ² (est. 144,328 tons):	\$60/ton
Cap on Liquidated Damages	
[10% of Total Contract Price]:	\$102,298,800

¹ See definition in Book 2, Part B, General Provisions.



Attachment C: Key Personnel, ATCs, and Proposal Commitments**Key Personnel**

Steve Pavoggi (Officer-in-Charge)
Josh Randall, PE, SE (Project Manager/Director)
Chris Clark, PE (Design Manager)
David Saliba (Construction Manager)
Ben Fardi, PE (Quality Manager)
Alain Kouassi (Verification and Validation Manager)
Macie Cleary (Environmental Compliance Manager)
Doug Shelton, CSM (Safety Manager)
Joe Hernandez (SB/DVBE/DBE/MB Manager)
Chukwuma Umolu, PE (Warranty Manager)

ATC 21.1 Eliminate the HST Trench at Jensen Avenue

ATC 21.1 was included in Contractor's Proposal. It was conditionally approved by the Authority on September 21, 2012 with the following conditions:

- Bottom of sub ballast shall be 2 feet (minimum) above 100-year flood elevation per design criteria
- Demonstrate maintenance of traffic on Jensen Bypass, as roadway shall remain open to traffic at all times and provide proper clearances for Jensen Ave. Bypass: this roadway is designated as Extra Legal Load Network (ELLN) by Caltrans
- Meet City of Fresno requirements for maximum grades and other roadway standards (i.e. 6% maximum for vertical profiles, 2% cross-slope for Golden State Boulevard, meet City's design speeds for Jensen Avenue and Church Avenue)

Proposal Commitments

1. [Contractor's] organization includes several value-added positions that will allow the team to address project-specific issues. These are not specified key personnel; rather they provide additional expertise and facilitate the delivery of the project. These include the following:
 - Deputy Project Manager – Pat Jennings
 - Design-Build Coordinator Manager – Mark Jurica
 - Utility Coordinator – Wayne Karlik
 - Survey Coordinator – Jack Gilbert
 - Railroad Advisors – Michael Ongerth and Gary Luenenborg
 - Sustainability Advisor – David Carlson



2. [Contractor's] commitment to a collaborative design environment also extends to stakeholders' input through the context-sensitive solutions (CSS) process.
3. To comply with contract requirements, [Contractor] is committed to a four-level quality process with a seasoned team, at its peak, of 83 full-time quality professionals independent of production staff.

Figure 5-1: PACE Quality Management Road Map



Attachment D: Authorized Representatives Addresses for Notices

The Authority's initial Authorized Representative is:

Hugo Mejia, Design Construction Manager

California High-Speed Rail Authority

The Grand, 1401 Fulton Street, Fresno, CA 93721-1643

The Contractor's initial Authorized Representative is:

James M. Laing, Senior Vice President

Tutor Perini Corporation

15901 Olden Street, Sylmar, CA 91342

Copies of all notices from the Contractor regarding disputes, termination and default notices shall be delivered to the following persons in addition to the Authority's Authorized Representative:

Thomas Fellenz, Chief Counsel

California High-Speed Rail Authority

770 L Street, Suite 800, Sacramento, CA 95814

Copies of all notices from the Authority regarding disputes, termination and default notices shall be delivered to the following persons in addition to the Contractor's Authorized Representative:

Ronald N. Tutor, Chairman & Chief Executive Officer

Tutor Perini Corporation

15901 Olden Street, Sylmar CA 91342

Cody Webb, Vice President and General Counsel

Zachry Construction Corporation

2330 N. Loop 1604 W., San Antonio, TX 78248

Todd Wager, President

Parsons Transportation Group

100 West Walnut St., Pasadena, CA 91124



Attachment E: Payment Bond

Contract No.: HSR13-06

105909671, 024048919, 82327589, 09058341

Bond No.:

09096774, 82321811

09121484, 81619232

WHEREAS, the California High-Speed Rail Authority ("Obligee"), has awarded to

Tutor Perini/Zachry/Parsons, a Joint Venture, a Joint Venture

("Principal"), a Contract for the California High-Speed Train Project - Construction Package No. 01

project dated as of August 16, 2013 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing payment of claims as described in Civil Code Section 9550 concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America,

a Connecticut corporation,

and Liberty Mutual Insurance Company,

a Massachusetts corporation

* (collectively "Co-Sureties"), each an admitted surety insurer in the State of California, are held

and firmly bound unto Obligee in the amount of \$ 1,022,988,000.00

[insert 100 percent of the Total Contract Price] (the "Bonded Sum"), for payment of which sum Principal and Co-Sureties jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any of the persons named in Civil Code Section 9100; or any amounts due under the Unemployment Insurance Code; or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and subcontractors pursuant to the Unemployment Insurance Code Section 13020, with respect to the Work, then Co-Sureties shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void.

The Contract Documents (as defined in the Contract) are incorporated by reference herein.



* Fidelity and Deposit Company of Maryland, a Maryland corporation
* Zurich American Insurance Company, a New York corporation
* Federal Insurance Company, an Indiana corporation
* Pacific Indemnity Company, a Wisconsin corporation

No alteration, modification, or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Co-Sureties under this bond and Co-Sureties hereby waive notice thereof.

The Co-Sureties agree to empower a single representative with responsibility for coordinating among all of the Co-Sureties with respect to this bond, so that Obligees will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligees to the Co-Sureties and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail with return receipt requested) to Obligees designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be:

Travelers Casualty and Surety Company of America, 21688 Gateway Center Drive, Diamond Bar, CA 91765
Attn: Surety Dept.

and the initial agent for service of process shall be:

Travelers Casualty and Surety Company of America,
21688 Gateway Center Drive, Diamond Bar, CA 91765
Attn: Surety Dept.

This bond shall inure to the benefit of the persons named in Civil Code Section 9100 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, Principal and Co-Sureties have caused this bond to be executed and

delivered as of August 16, 2013.

Principal: Tutor Perini/Zachry/Parsons, a Joint Venture

By: 

Ronald N. Tutor

Its:

Chairman & Chief Executive Officer, Tutor Perini Corporation
Official Representative

* Co-Surety: Travelers Casualty and Surety Company of America

By: 

Its:

Lisa L. Thornton, Attorney in Fact

* Federal Insurance Company

By: 

Lisa L. Thornton, Attorney in Fact

* Pacific Indemnity Company

By: 

Lisa L. Thornton, Attorney in Fact

* Co-Surety: Liberty Mutual Insurance Company

By: 

Its:

Lisa L. Thornton, Attorney in Fact

* Fidelity and Deposit Company of Maryland

By: 

Lisa L. Thornton, Attorney in Fact

[ADD APPROPRIATE CO-SURETY ACKNOWLEDGMENTS]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 16, 2013 before me, Deborah L. O'Connell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ronald N. Tutor
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah L. O'Connell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

)

) ss

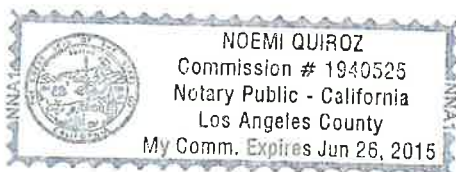
County of Los Angeles

)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: _____

Noemi Quiroz
Noemi Quiroz, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

)

) ss

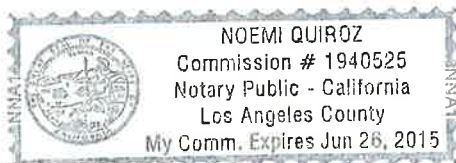
County of Los Angeles

)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: _____

Noemi Quiroz
Noemi Quiroz, Notary Public

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225527

Certificate No. 005272728

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

E. S. Albrecht Jr., C. K. Nakamura, Noemi Quiroz, Lisa L. Thornton, and Maria Pena

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of November, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this 13th day of November, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5525358

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **C. K. NAKAMURA; E. S. ALBRECHT, JR.; LISA L. THORNTON; MARIA PENA; NOEMI QUIROZ**

all of the city of LOS ANGELES, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

ss

On this 20th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

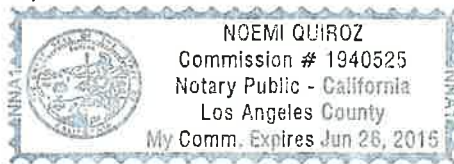
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this AUG 16 2013 day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



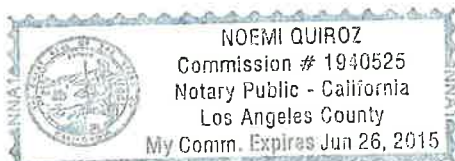
(Seal)

Signature: _____

Noemi Quiroz, Notary Public

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



(Seal)

Signature:

Noemi Quiroz, Notary Public

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA and Noemi QUIROZ, all of Los Angeles, California, EACH** its true and lawful agent and Attorney-in-fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA, dated June 24, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland } ss:
City of Baltimore }

On this 15th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint **C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA and Noemi QUIROZ, all of Los Angeles, California**, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, : **any and all bonds and undertakings, recognizances or other written obligations in the nature thereof**, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this **15th day of November, A.D. 2011**. This power of attorney revokes that issued on behalf of C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA, dated June 24, 2011.



ZURICH AMERICAN INSURANCE COMPANY

STATE OF MARYLAND }
CITY OF BALTIMORE }

ss:

Eric D. Barnes

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 15th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself depose and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Notary Public

My Commission Expires: July 14, 2015

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

AUG 16 2013

the _____ day of _____

Gerald F. Haley

Gerald F. Haley

Secretary



State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



Signature:

Noemi Quiroz, Notary Public

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



Signature:

Noemi Quiroz, Notary Public



**Chubb
Surety**

**POWER
OF
ATTORNEY**

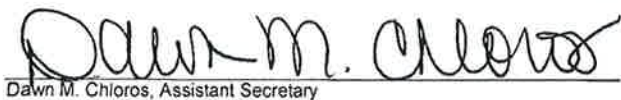
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California** -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **November, 2011**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **11th** day of **November, 2011** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

AUG 16 2013




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California** -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **November, 2011**.



Dawn M. Chloros, Assistant Secretary



David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **11th** day of **November, 2011** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

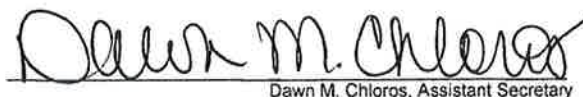
- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

AUG 16 2013




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

Attachment F: Performance Bond

Contract No.: HSR13-06
 Bond No.: 105909671, 024048919, 82327589, 09058341
09096774, 82321811
09121484, 81619232

WHEREAS, the California High-Speed Rail Authority ("Obligee"), has awarded to

Tutor Perini/Zachry/Parsons, a Joint Venture, a Joint Venture
California High-Speed Train Project -
Construction Package No. 01

("Principal"), a Design-Build Contract for the

project dated as of August 16, 20 13 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America
, a Connecticut corporation
and Liberty Mutual Insurance Company
, a Massachusetts corporation

* (collectively "Co-Sureties"), each an admitted surety insurer in the State of California, are held and firmly bound unto Obligee in the amount of \$ 511,494,000.00
[insert 50 percent of the Total Contract Price] (the "Bonded Sum"), for payment of which sum Principal and Co-Sureties jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Contract Documents (as defined in the Contract) are incorporated by reference herein.

This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to its liability for Liquidated Damages and warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.



* Fidelity and Deposit Company of Maryland, a Maryland corporation
 * Zurich American Insurance Company, a New York corporation
 * Federal Insurance Company, an Indiana corporation
 * Pacific Indemnity Company, a Wisconsin corporation

The guarantee contained herein shall survive the final completion of the design and construction called for in the Contract Documents with respect to those obligations of Principal which survive such final completion.

In the event that Principal is in default, is declared by Obligee to be in default under the Contract Documents, and provided that Obligee is not then in material default thereunder, Co-Sureties shall promptly perform the following actions:

- Remedy such default;
- Complete the Contract in accordance with the terms and conditions of the Contract Documents then in effect; or
- Select a contractor or contractors to complete all Work for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract Documents then in effect, using a procurement methodology approved by Obligee, arrange for a contract between such contractor or contractors and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price, but not exceeding, including other costs and damages for which Co-Sureties are liable hereunder, the Bonded Sum.

No alteration, modification, or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Co-Sureties under this bond and Co-Sureties hereby waive notice thereof.

The Co-Sureties agree to empower a single representative with responsibility for coordinating among all of the Co-Sureties with respect to this bond, so that Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligee to the Co-Sureties and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail with return receipt requested) to Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be:

Travelers Casualty and Surety Company of America, 21688 Gateway Center Drive, Diamond Bar, CA 91765
Attn: Surety Dept.

and the initial agent for service of process shall be: _____

Travelers Casualty and Surety Company of America

21688 Gateway Center Drive, Diamond Bar, CA 91765

Attn: Surety Dept.



No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Co-Sureties have caused this bond to be executed and delivered as of August 16, 20 13.

Principal: Tutor Perini/Zachry/Parsons, a Joint Venture

By: 

Its: Ronald N. Tutor
Chairman & Chief Executive Officer, Tutor Perini Corporation
Official Representative

Principal: _____

By: _____

Its: _____

* Co-Surety: Travelers Casualty and Surety Company of America

By: 

Its: Lisa L. Thornton, Attorney in Fact

* Co-Surety: Liberty Mutual Insurance Company

By: 

Its: Lisa L. Thornton, Attorney in Fact

[ADD APPROPRIATE CO-SURETY ACKNOWLEDGMENTS]

* Federal Insurance Company

By: 
Lisa L. Thornton, Attorney in Fact

*Fidelity and Deposit Company of Maryland

By: 
Lisa L. Thornton, Attorney in Fact

* Pacific Indemnity Company

By: 
Lisa L. Thornton, Attorney in Fact

* Zurich American Insurance Company

By: 
Lisa L. Thornton, Attorney in Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 16, 2013 before me, Deborah L. O'Connell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ronald N. Tutor
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah L. O'Connell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

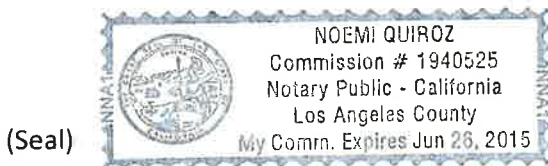
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

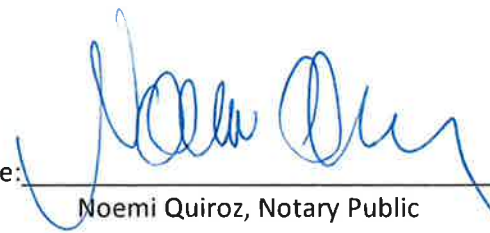
State of California)
) ss
County of Los Angeles)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: 
Noemi Quiroz, Notary Public

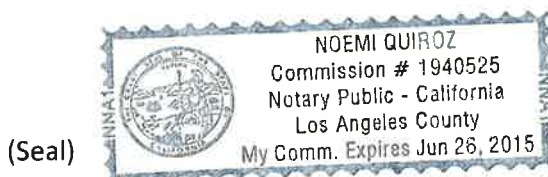
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: 
Noemi Quiroz, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225527

Certificate No. 005272725

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

E. S. Albrecht Jr., C. K. Nakamura, Noemi Quiroz, Lisa L. Thornton, and Maria Pena

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of November, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 13th day of November, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5524651

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **C. K. NAKAMURA; E. S. ALBRECHT, JR.; LISA L. THORNTON; MARIA PENA; NOEMI QUIROZ**

all of the city of LOS ANGELES, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this AUG 16 2013 day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: _____

Noemi Quiroz, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: _____

Noemi Quiroz, Notary Public

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA and Noemi QUIROZ, all of Los Angeles, California,** EACH its true and lawful agent and Attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA, dated June 24, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes By: *Frank E. Martin Jr.*
Eric D. Barnes Assistant Secretary Frank E. Martin Jr. Vice President

State of Maryland } ss:
City of Baltimore }

On this 15th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn
Constance A. Dunn Notary Public
My Commission Expires: July 14, 2015

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint **C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA and Noemi QUIROZ, all of Los Angeles, California, EACH** its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, : **any and all bonds and undertakings, recognizances or other written obligations in the nature thereof**, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this **15th day of November, A.D. 2011**. This power of attorney revokes that issued on behalf of C. K. NAKAMURA, Lisa L. THORNTON, E. S. ALBRECHT JR., Maria PENA, dated June 24, 2011.



ZURICH AMERICAN INSURANCE COMPANY

STATE OF MARYLAND }
CITY OF BALTIMORE }

SS:

Eric D. Barnes

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 15th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Notary Public

My Commission Expires: July 14, 2015

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the **AUG 16 2013** day of _____

Gerald F. Haley
Gerald F. Haley

Secretary



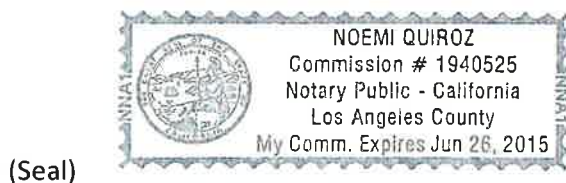
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT


State of California)
) ss
County of Los Angeles)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: 
Noemi Quiroz, Notary Public

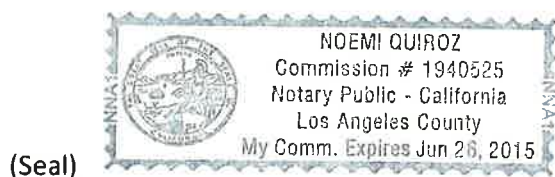
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT


State of California)
) ss
County of Los Angeles)

On August 16, 2013, before me, Noemi Quiroz, Notary Public, personally appeared Lisa L. Thornton, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: 
Noemi Quiroz, Notary Public



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **November, 2011**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **11th** day of **November, 2011** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

AUG 16 2013



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **E.S. Albrecht, Jr., C.K. Nakamura, Noemi Quiroz and Lisa L. Thornton of Los Angeles, California** -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **November, 2011**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **11th** day of **November, 2011** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of **AUG 16 2013**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

Attachment G: Guaranty

[if not required, replace bracketed text with the words "not required" prior to execution]

[THIS FORM OF GUARANTY TO BE REPLACED WITH EXECUTED GUARANTY IN
EXECUTED CONTRACT]

This Guaranty (this "Guaranty") is made as of July 31, 20 13
by Parsons Corporation,
a a Delaware Corporation
("Guarantor"),
in favor of the California High-Speed Rail Authority, a public entity of the State of California
(the "Authority").

RECITALS

A. Tutor Perini/Zachry/Parsons, a Joint Venture
(the "Contractor")
and the Authority are parties to the Authority's Contract No. HSR 13-06
~~of even date herewith~~ and the Contract Documents identified therein (collectively, the
"Contract") pursuant to which the Contractor has agreed to design and construct the
Construction Package 1 of the Initial Construction Segment of the California High-Speed Train
Project. Initially capitalized terms used herein without definition will have the meaning
given such term in the Contract.

B. Guarantor has agreed to enter into this Guarantee to induce the Authority to:

1. Enter into the Contract; and
2. Consummate the transactions contemplated thereby:
joint venture among Tutor Perini Corporation, Zachry Construction Corporation and Parsons
Transportation Group Inc. Parsons Transportation Group Inc. is a wholly owned subsidiary

C. The Contractor is a of Parsons Corporation
[describe relationship with Guarantor]

The execution of the Contract by the Authority and the consummation of the transactions
contemplated thereby will materially benefit Guarantor.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
Guarantor agrees as follows:

1. **Guaranty** – Guarantor guarantees to the Authority and its successors and assigns the
full and prompt payment and performance when due of all of the obligations of the
Contractor arising out of, in connection with, under or related to the Contract, including



liability for liquidated damages and warranties and including any extended warranty period as specified in the Contract. The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."

2. **Unconditional Obligations** – This Guaranty is a guaranty of payment and performance and not of collection. This Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred and, except as provided in the "Permitted Defenses; Contract Amendments" clause of this Guaranty, whether or not enforceable against the Contractor. If any payment made by the Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released or discharged by:

- i. Any change in the Contract Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting the Contractor, Guarantor or their respective assets, and
- ii. The existence of any claim or set-off which the Contractor has or Guarantor may have against the Authority, whether in connection with this Guaranty or any unrelated transaction. Provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit.

Except as provided in the "Permitted Defenses; Contract Amendments" clause of this Guaranty, this Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the following:

- i. The genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or
- ii. The existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations or this Guaranty.

3. **Independent Obligations** – Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or



not the Contractor is joined therein. The Authority may maintain successive actions for other defaults of Guarantor. The Authority's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.

- i. Guarantor agrees that the Authority may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against the Contractor. Guarantor hereby waives the right to require the Authority to proceed against the Contractor or any other Person, to exercise any right or remedy under any of the Contract Documents or to pursue any other remedy or to enforce any other right.
- ii. Guarantor will continue to be subject to this Guaranty notwithstanding any of the following:
 - a. Modification, agreement or stipulation between the Contractor and the Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations;
 - b. Failure to enforce any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; or
 - c. Release or subordination of any collateral then held by the Authority as security for the performance by the Contractor of the Guaranteed Obligations
- iii. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the Contract Documents or the pursuit by the Authority of any remedies which the Authority either now has or may hereafter have with respect thereto under any of the Contract Documents.

4. Liability of Guarantor

The Authority may enforce this Guaranty upon the occurrence of a breach by the Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between the Authority and the Contractor with respect to the existence of such a breach.

Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

The Authority, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may do any of the following:



- i. With respect to the financial obligations of the Contractor, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations
- ii. Settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto,
- iii. Request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations,
- iv. Release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations,
- v. Enforce and apply any security hereafter held by or for the benefit of the Authority in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that the Authority may have against any such security, as the Authority in its discretion may determine, and
- vi. Exercise any other rights available to it under the Contract Documents.

This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them:

- i. Any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto;
- ii. Any modification, agreement or stipulation between the Contractor and Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations; or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Contract Documents or any agreement or instrument executed pursuant thereto;
- iii. The Authority's consent to the change, reorganization or termination of the corporate structure or existence of the Contractor;



- iv. Any set-offs or counterclaims that the Contractor may allege or assert against the Authority in respect of the Guaranteed Obligations;
- v. Any failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof;
- vi. Any waiver by the Authority of the Guaranteed Obligations that is not in writing and signed by the authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said waiver;
- vii. Any release of the Contractor from liability that is not in writing and signed by the Authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; or
- viii. Any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

5. Waivers

To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of the following:

- i. Any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, the Contractor or any other Person or the failure of the Authority to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;
- ii. Any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof;
- iii. All notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Contractor under any of the Contract Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto, provided that the foregoing shall not be constructed as a waiver of any defense based on failure to provide required notices to the Contractor;
- iv. Any defense based on statutes of limitations other than State of California statutes;
- v. Any requirements of diligence or promptness on the part of the Authority;
- vi. Any defense based upon any act or omission of the Authority which directly or indirectly results in or aids the discharge or release of the Contractor, Guarantor or



any security given or held by the Authority in connection with the Guaranteed Obligations, except with respect to a release of the Contractor from liability that is in **writing and signed by the Authority's authorized representative, other than any** such release that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; and

- vii. Any and all suretyship defenses under applicable law, including, but not limited to, any defense under Sections 2787 through 2855, inclusive, of the California Civil Code.

6. Waiver of Subrogation and Rights of Reimbursement

Until the Guaranteed Obligations have been performed in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of the Authority against the Contractor, or any other security or collateral that the Authority now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

7. Representations and Warranties

Guarantor represents and warrants that:

- i. It is a Corporation
duly (check one) ☐ organized ☒ formed, validly existing, and in good standing under the laws of the State of Delaware
and qualified to do business and is in good standing under the laws of the State of California;
- ii. It has all requisite (check one)
☒ Corporate
☐ Partnership
☐ Limited Liability Company power and authority to execute, deliver, and perform this Guaranty;
- iii. The execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor;
- iv. This Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, subject only to bankruptcy, insolvency or other similar laws affecting **creditors' rights generally**;
- v. Neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or



constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under:

- a. Check one
 - ☒ the certificate of incorporation or by-laws
 - ☐ certificate of limited partnership or partnership agreement
 - ☐ certificate of formation or limited liability company agreement of Guarantor,
- b. Any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or
- c. Any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;
- vi. It now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Contract Documents or referred to therein, the financial status of the Contractor and the ability of the Contractor to pay and perform the Guaranteed Obligations;
- vii. It has reviewed and approved copies of the Contract Documents and is fully informed of the remedies the Authority may pursue, with or without notice to the Contractor or any other Person, in the event of default of any of the Guaranteed Obligations; it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Contractor and will keep itself fully informed as to all aspects of the financial condition of the Contractor, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of the Authority to disclose any matter, fact or thing relating to the business, operations or conditions of the Contractor now known or hereafter known by the Authority;
- viii. No consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and
- ix. There is no pending or, to the best of its knowledge, threatened, action, suit, proceeding, arbitration, litigation, or investigation of or before any governmental authority which challenges the validity or enforceability of this Guaranty.

8. Notices



Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Authority:	California High Speed Rail Authority
	770 L Street, Suite 800
	Sacramento, CA 95814
	Attention: Hugo Mejia
	Telephone:
	Telecopy:
If to the Guarantor:	Parsons Corporation
	100 West Walnut Street
	Pasadena, CA 91124
	Attention: George L. Ball
	Telephone: 626-440-4432
	Telecopy:

Either Guarantor or the Authority may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

Any demand/claim under this Guaranty shall be signed by an authorized Authority representative, shall state that the Contractor is in default under the Contract Documents and shall state the nature of such default.

9. Permitted Defenses; Contract Amendments

Notwithstanding any other provision of this Guaranty to the contrary:

- i. Guarantor shall be entitled to the benefit of all defenses (excluding any rights of set-off or counterclaims) available to the Contractor under the Contract except:
 - a. Those expressly waived in this Guaranty;



- b. Failure of consideration, lack of authority of the Contractor and any other defense to formation of the Contract; and
 - c. Defenses available to the Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors; and
- ii. In the event that the Contractor's obligations have been changed by any modification, agreement or stipulation between the Contractor and Authority or their respective successors or assigns, the term "Guaranteed Obligations" as used herein shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in the modification, agreement or stipulation.

10. General Provisions

Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected by such determination. The rights of the Authority hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or any other entity with liability for the Guaranteed Obligations or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed and expiration or termination of the Contract. Guarantor agrees to execute, have acknowledged and delivered to the Authority such other and further instruments as may be required by the Authority to effectuate the intent and purpose hereof. No right of action shall accrue on this Guaranty to or for the use of any person or entity other than the Authority or its successors and assigns until the Authority's claims have been satisfied in full. All words used herein in the singular shall be deemed to have been used in the plural when the context or construction so require. This Guaranty shall be governed by and be construed in accordance with the laws of the State of California. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and the Authority, but is not assignable by Guarantor without the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole discretion.

11. No Waiver

Any forbearance or failure to exercise, and any delay by the Authority in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.


12. Bankruptcy



The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Contractor or by any defense which the Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Authority is not obligated to file any claim relating to the Guaranteed Obligations if the Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the Authority so to file will not affect Guarantor's obligations under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

Parsons Corporation

a Delaware Corporation
By: 
Name: Richard M. Henderson
Title: Vice President and Corporate Controller



Attachment H: Davis-Bacon Act Wage Rates

Page 1 of 44

CA130029 MOD 8 REVISED 05/31/13 CA29
 ***** THIS WAGE DETERMINATION WAS REPLACED ON 05/31/13*****
 General Decision Number: CA130029 05/10/2013

Superseded General Decision Number: CA20120029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	02/08/2013
3	03/01/2013
4	03/08/2013
5	03/22/2013
6	04/05/2013
7	04/12/2013
8	05/10/2013

ASBE0016-001 08/01/2012

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 54.70	18.47
Area 2.....	\$ 42.45	18.47

ASBE0016-004 01/01/2013

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....	\$ 31.13	6.95

BOILO549-001 01/01/2009		
AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES		
AREA 2: REMAINING COUNTIES		

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 40.17	22.32
Area 2.....	\$ 37.01	22.25

BRCA0003-001 06/01/2011		

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.22

BRCA0003-003 06/01/2011		

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.68

BRCA0003-005 05/01/2011		

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced.....	\$ 34.11	19.34
(7) San Francisco, San Mateo.....	\$ 39.85	22.00
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 39.63	19.92
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 35.11	18.99
(16) Monterey, Santa Cruz.....	\$ 35.91	22.42

BRCA0003-008 06/01/2011		

	Rates	Fringes
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TERRAZZO FINISHER.....\$ 30.30 13.77
 TERRAZZO WORKER/SETTER.....\$ 39.30 21.20

BRCA0003-011 01/01/2011

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.44	12.31
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.01	11.58
Tile Layer		
Area 1.....	\$ 38.61	13.73
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 29.78	13.10

CARP0022-001 07/01/2012

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP0034-001 07/01/2012

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 37.75	28.88
Diver standby.....	\$ 42.53	28.88
Diver Tender.....	\$ 41.53	28.88
Diver wet.....	\$ 85.06	28.88
Manifold Operator (mixed		
gas).....	\$ 46.53	28.88
Manifold Operator (Standby).....	\$ 41.53	28.88

DEPTH PAY (Surface Diving) :

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2012

	Rates	Fringes
Piledriver.....	\$ 37.75	28.88

CARP0035-007 07/01/2012

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.61	16.71
Installer II.....	\$ 19.18	16.71
Lead Installer.....	\$ 26.06	17.21
Master Installer.....	\$ 30.28	17.21
Area 2		
Installer I.....	\$ 19.96	16.71
Installer II.....	\$ 17.01	16.71
Lead Installer.....	\$ 22.93	17.21
Master Installer.....	\$ 26.56	17.21
Area 3		
Installer I.....	\$ 19.01	16.71
Installer II.....	\$ 16.24	16.71
Lead Installer.....	\$ 21.81	17.21
Master Installer.....	\$ 25.23	17.21

CARP0035-008 08/01/2012

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 38.50	26.12
Area 2.....	\$ 32.62	26.12
Area 3.....	\$ 33.12	26.12
Area 4.....	\$ 31.77	26.12
Drywall Stocker/Scrapper		
Area 1.....	\$ 19.25	15.03
Area 2.....	\$ 16.31	15.03
Area 3.....	\$ 16.56	15.03
Area 4.....	\$ 15.88	15.03

CARP0152-001 07/01/2012

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP0152-002 07/01/2012

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0152-004 07/01/2012

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

CARP0217-001 07/01/2012

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP0405-001 07/01/2012

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP0405-002 07/01/2012

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw		

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0505-001 07/01/2012

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0605-001 07/01/2012

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0701-001 07/01/2012

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

CARP0713-001 07/01/2012

Alameda County

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP1109-001 07/01/2012

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

ELEC0006-001 12/01/2011

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA
CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which



involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-004 12/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.62	3%+14.20
Technician.....	\$ 38.16	3%+14.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2012

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 54.87	25.595

ELEC0006-008 12/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

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function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2012

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.35	3%+18.33

ELEC0100-005 12/01/2011

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 26.43	3%+13.70
Technician.....	\$ 30.09	3%+13.70

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

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surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 02/25/2013

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	22.45

ELEC0302-001 07/02/2012

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.49	24.96
ELECTRICIAN.....	\$ 44.21	24.78

ELEC0332-001 12/03/2012

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 58.73	29.292
ELECTRICIAN.....	\$ 51.07	29.062

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's

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chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0595-001 06/01/2012

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.63	3%+27.93
ELECTRICIAN.....	\$ 45.00	3%+27.93

ELEC0595-002 12/01/2011

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.13	9.025%+21.74
ELECTRICIAN		
(1) Tunnel work.....	\$ 34.65	9.025%+21.74
(2) All other work.....	\$ 33.00	9.025%+21.74

ELEC0617-001 06/01/2011

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	3%+23.34

ELEC0684-001 01/01/2012

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	3%+17.15

CABLE SPLICER = 110% of Journeyman Electrician

ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		
line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70

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(4) Powderman.....\$ 43.71 13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.07	25.185

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2012

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 39.68	25.69
(2) Dredge Dozer; Heavy duty repairman.....	\$ 34.72	25.69
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 33.60	25.69
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.60	25.69
AREA 2:		
(1) Leverman.....	\$ 41.68	25.69
(2) Dredge Dozer; Heavy duty repairman.....	\$ 36.72	25.69
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 35.60	25.69
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 32.30	25.69

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2

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AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

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SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/25/2012

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 37.77	25.16
GROUP 2.....	\$ 36.24	25.16
GROUP 3.....	\$ 34.76	25.16
GROUP 4.....	\$ 33.38	25.16
GROUP 5.....	\$ 32.11	25.16
GROUP 6.....	\$ 30.79	25.16
GROUP 7.....	\$ 29.65	25.16
GROUP 8.....	\$ 28.51	25.16
GROUP 8-A.....	\$ 26.30	25.16
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	25.16
Oiler.....	\$ 29.39	25.16
Truck crane oiler.....	\$ 31.68	25.16
GROUP 2		
Cranes.....	\$ 36.89	25.16
Oiler.....	\$ 29.18	25.16
Truck crane oiler.....	\$ 31.42	25.16

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GROUP 3		
Cranes.....	\$ 35.14	25.16
Hydraulic.....	\$ 30.79	25.16
Oiler.....	\$ 28.90	25.16
Truck Crane Oiler.....	\$ 31.18	25.16
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	25.16
Oiler.....	\$ 29.73	25.16
Truck crane oiler.....	\$ 32.01	25.16
GROUP 2		
Lifting devices.....	\$ 37.17	25.16
Oiler.....	\$ 29.46	25.16
Truck Crane Oiler.....	\$ 31.76	25.16
GROUP 3		
Lifting devices.....	\$ 35.49	25.16
Oiler.....	\$ 29.24	25.16
Truck Crane Oiler.....	\$ 31.47	25.16
GROUP 4		
Lifting devices.....	\$ 33.72	25.16
GROUP 5		
Lifting devices.....	\$ 32.42	25.16
GROUP 6		
Lifting devices.....	\$ 31.08	25.16
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	25.16
Oiler.....	\$ 30.07	25.16
Truck Crane Oiler.....	\$ 32.30	25.16
GROUP 2		
Cranes.....	\$ 37.85	25.16
Oiler.....	\$ 29.80	25.16
Truck Crane Oiler.....	\$ 32.08	25.16
GROUP 3		
Cranes.....	\$ 36.37	25.16
Hydraulic.....	\$ 31.42	25.16
Oiler.....	\$ 29.58	25.16
Truck Crane Oiler.....	\$ 31.81	25.16
GROUP 4		
Cranes.....	\$ 34.35	25.16
GROUP 5		
Cranes.....	\$ 33.05	25.16
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	25.16
GROUP 1-A.....	\$ 36.34	25.16
GROUP 2.....	\$ 32.61	25.16
GROUP 3.....	\$ 31.28	25.16
GROUP 4.....	\$ 30.14	25.16
GROUP 5.....	\$ 29.00	25.16
UNDERGROUND:		
GROUP 1.....	\$ 33.77	25.16
GROUP 1-A.....	\$ 36.24	25.16
GROUP 2.....	\$ 32.51	25.16
GROUP 3.....	\$ 31.18	25.16
GROUP 4.....	\$ 30.04	25.16



GROUP 5.....\$ 28.90 25.16

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (F & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,



wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum



sweeper); Slusher operator; Surface heater; Switchperson;
Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
series or smaller, and similar (without attachments); Mini
excavator under 25 H.P. (backhoe-trencher); Tub grinder
wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over
100 tons; Derrick, over 100 tons; Derrick barge
pedestal-mounted, over 100 tons; Self-propelled boom-type
lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and
including 7 cu. yds.; Crane, over 45 tons up to and
including 100 tons; Derrick barge, 100 tons and under;
Self-propelled boom-type lifting device, over 45 tons;
Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.
yd.; Cranes 45 tons and under; Self-propelled boom-type
lifting device 45 tons and under; Boom Truck or dual
purpose A-frame truck, non-rotating over 15 tons;
Truck-mounted rotating telescopic boom type lifting device,
Manitex or similar (boom truck) over 15 tons;

PILEDRIERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (guniting); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY:

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 06/25/2012

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	23.75
AREA 2.....	\$ 30.64	23.75
GROUP 2		
AREA 1.....	\$ 25.04	23.75
AREA 2.....	\$ 27.04	23.75
GROUP 3		
AREA 1.....	\$ 20.43	23.75
AREA 2.....	\$ 22.43	23.75

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

* IRON0377-002 01/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	25.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch
basins, sewer pipes, telephone conduits, tunnels and cut
trenches: \$5.00 per day additional. Work in live sewage:
\$2.50 per day additional.

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



LAB00036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 26.48	16.23

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

LAB00067-002 12/01/2012

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 19.06	8.62
LABORER (Lead Removal)		
Area A.....	\$ 36.25	9.19
Area B.....	\$ 35.25	9.19

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar



type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and



every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-003 07/01/2011

CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
LABORER		

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



Mason Tender-Brick.....	\$ 30.62	14.43
LABO0073-005 07/01/2009		
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE		
	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14
LABO0166-001 07/01/2006		
ALAMEDA AND CONTRA COSTA COUNTIES:		
	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65
FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.		
LABO0166-002 07/01/2006		
ALAMEDA AND CONTRA COSTA COUNTIES:		
	Rates	Fringes
Plasterer tender.....	\$ 30.15	15.90
Gun Man \$0.75 per hour additional		
LABO0270-001 07/01/2008		
SANTA CLARA & SANTA CRUZ COUNTIES		
	Rates	Fringes
MASON TENDER, BRICK		
Santa Clara.....	\$ 27.93	13.48
Santa Cruz.....	\$ 26.93	13.48
FOOTNOTE: \$2.00 per hour for refractory work where heat-protective clothing is required.		
LABO0270-005 07/01/2007		
SANTA CLARA AND SANTA CRUZ COUNTIES		
	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 27.62	13.73
5 Stories and above.....	\$ 29.54	13.73
LABO0294-001 07/01/2011		
FRESNO, KINGS AND MADERA COUNTIES		

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 30.62	14.43

LAB00297-001 08/01/2007		

MONTEPEY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.70	11.50

FOOTNOTE: Mixer person: \$4.00 per day additional.

PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	20.07
AREA 2.....	\$ 36.24	18.67

PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.06	15.98

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 37.48	20.26

PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.48	18.20

* PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 41.88	21.59

PAIN0294-004 01/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.63
Drywall Finisher/Taper.....	\$ 30.47	16.81

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2013

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.83	15.40

* PAIN0767-001 01/01/2013 ,

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.24	19.38

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2011

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 31.35	11.65
GROUP 2.....	\$ 26.65	11.65
GROUP 3.....	\$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
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<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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SOFT FLOOR LAYER.....\$ 28.25 16.73

PLAS0066-002 08/01/2011

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 33.13	24.64

PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.82	15.10
AREA 337: Monterey County.....	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	13.56

PLUM0038-001 07/01/2012

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 60.00	39.94

PLUM0038-005 07/01/2012

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 51.00	29.40

PLUM0062-001 01/01/2013

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.05	24.19

PLUM0159-001 07/01/2012

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 49.33	29.24
(2) All other work.....	\$ 50.22	29.34
<hr/>		
PLUM0246-001 01/01/2013		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.95	24.44
<hr/>		
PLUM0246-004 01/01/2013		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.73

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/04/2012

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 52.46	32.54
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 52.46	32.54

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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PLUM0355-004 07/01/2012

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.35	8.00

PLUM0393-001 07/01/2012

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 55.91	28.08

PLUM0442-001 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 36.45	24.29

PLUM0467-001 01/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter..	\$ 55.20	28.41

ROOF0027-002 09/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

ROOF0040-002 08/01/2012

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 33.61	12.37

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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ROOF0081-001 08/01/2011

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 33.16	10.90

ROOF0081-004 08/01/2012

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 29.99	11.82

ROOF0095-002 08/01/2012

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 36.62	13.16
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 38.62	13.16

SFCA0483-001 01/01/2013

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	\$ 52.16	24.87

SFCA0669-011 01/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.33	19.35

SHEE0104-001 01/01/2012

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 44.47	31.25
All Other Work.....	\$ 48.85	31.55
AREA 2.....	\$ 38.00	28.21
AREA 3.....	\$ 40.15	26.06

SHEE0104-003 07/01/2012

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.75	25.35

SHEE0104-005 01/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 35.11	27.92

SHEE0104-007 07/01/2012

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.68	28.49

SHEE0104-015 07/01/2012ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.11	29.98

SHEE0104-018 01/01/2013CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.11	27.92

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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TEAM0094-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	22.49
GROUP 2.....	\$ 27.43	22.49
GROUP 3.....	\$ 27.73	22.49
GROUP 4.....	\$ 28.08	22.49
GROUP 5.....	\$ 28.43	22.49

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

<http://www.wdol.gov/wdol/scafiles/archive/davisbacon/2013/ca29.r8>

7/17/2013



Attachment I: DRB Agreement Form

THIS DISPUTES RESOLUTION BOARD AGREEMENT ("DRB Agreement") is made and entered into this _____ day of _____, 20____, among California High-Speed Rail Authority, a public entity of the State of California,

_____ a _____
("Authority") ("Contractor")

and _____
(collectively, the "DRB Members")
with reference to the following facts:

- A. Authority and Contractor have entered into a "Contract" regarding

(identify Authority's Project)

Pursuant to the Contract, Contractor agreed to furnish the design for and to construct the Project.

- B. The Contract provides for the establishment and operation of a Disputes Resolution Board (the "DRB") to assist in resolving disputes and claims among Authority, Contractor, and others in respect to the Project.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

1. Establishment of Disputes Resolution Board

The Disputes Resolution Board (DRB) shall begin operation upon execution of this DRB Agreement by Authority, Contractor, and the first two DRB Members, and shall terminate upon completion of all work required to be performed by the DRB hereunder unless sooner terminated in accordance with this DRB Agreement or applicable law. The DRB shall initially consist of two members, one selected by the Authority and one selected by the Contractor. The first duty of the DRB shall be to select its third member as provided in the "Membership" clause (Section 51.5) of the General Provisions.

Each member of the DRB represents, warrants, and covenants on his/her behalf that he or she meets the following criteria:

- A. Is not an Affiliate or otherwise have a financial interest in the Contractor, any Subcontractor, the Contract, the Project, the California High Speed Train Project or in the outcome of any dispute decided hereunder, except for payment for serving on the DRB;
- B. Has not been previously employed by the Authority, Contractor or any Affiliate (including any work for such entity through an arrangement with his or her direct employer), except



- for fee-based consulting services on other projects which are disclosed to all Parties, and has not otherwise had financial ties to any Party to the Contract for two years preceding his or her engagement for the DRB;
- C. Has not had a professional or personal relationship, with the Contractor, any Subcontractor, the Authority, or an employee of any of the foregoing of a nature which could affect his/her ability to impartially resolve disputes;
 - D. Has not had substantial prior involvement in the Project or the California High Speed Train Project of a nature which could affect his/her ability to impartially resolve disputes and does not know of any reason why he or she cannot be impartial in rendering decisions;
 - E. Does not have a conflict of interest as described in the Authority's Organizational Conflict of Interest Policy;
 - F. Shall not accept employment by the Authority or Contractor or any Affiliate during the term hereof and for as long thereafter as any obligations remain outstanding under the Contract Documents, except as a member of other disputes boards; and
 - G. Shall not discuss employment, nor make any agreement regarding employment, with the Authority, Contractor, or any Affiliate during the term hereof and for as long thereafter as any obligations remain outstanding under the Contract Documents.

Prior to hearing the first dispute, and thereafter upon request of the Authority or Contractor from time to time, and at least annually, each DRB Member shall provide to the Authority and Contractor a declaration under penalty of perjury affirming that such member meets the qualifications set forth in the "Membership" clause (Section 51.5) of the General Provisions and the "Establishment of DRB" clause hereof, and agrees to be bound by the terms of the Contract Documents. Each DRB Member shall promptly notify the Authority and Contractor if any circumstances are likely to prevent a prompt and fair hearing and decision, or if the member fails to meet such qualifications. Any DRB Member failing at any time to meet such qualifications shall be removed from the DRB.

2. DRB Organization and Responsibilities

The DRB is organized in accordance with the "Disputes Resolution Board" clause (Section 51.3) of the General Provisions for the purposes described therein. The DRB is intended to fairly and impartially consider the disputes under the Contract, Subcontracts thereunder, and other contracts relating to the Project placed before it, and to provide written reasoned decisions for resolution of such disputes. The DRB Members shall perform the services necessary to participate in the DRB's actions in accordance with this DRB Agreement and the Contract.

The DRB Members shall visit the Site prior to commencement of construction, and after commencement of construction shall visit the Site periodically to keep abreast of construction activities and to develop a familiarity with the Work in progress, or as may be deemed desirable



or necessary in the consideration of any claim or dispute. A special Site visit shall be scheduled at the request of either party or any DRB Member; provided that all reasonable efforts shall be made to allow issues to be raised at the regularly scheduled Site visits except where a special visit is warranted due to special circumstances such as the need to observe Site conditions before they are disturbed. Representatives of the Authority and Contractor shall have the right to accompany the DRB on any such visit.

All DRB Members are to act independently in the consideration of facts and conditions surrounding any dispute. Seeking the DRB Members' advice or consultation, ex parte, is expressly prohibited; provided, however, that either party may seek such advice or consultation from the entire DRB, at a DRB meeting, after first giving notice to all parties who might thereafter be parties before the DRB in a dispute involving that problem. A DRB Member who has ex parte contact with a party or party representative shall be subject to removal from the DRB for cause.

DRB Members may withdraw from the DRB upon delivery of written notice of withdrawal to the Authority, Contractor, and the other DRB Members, which notice shall specify a withdrawal date at least 28 days following the date of delivery of the notice. Should the need arise to appoint a replacement DRB Member, the replacement member shall be appointed in the same manner as provided by the Contract for appointment of the original member. The selection of a replacement DRB Member shall begin promptly upon notification of the necessity for a replacement, and shall be completed within 28 days thereafter. The change in DRB membership shall be evidenced by the new member's signature on the DRB Agreement.

This DRB Agreement may be terminated by mutual agreement of the Authority and Contractor at any time upon not less than four weeks written notice to the other parties. Authority and Contractor shall each have the right, one time only, to require appointment of a new disputes resolution board to resolve future disputes, which right may be exercised at any time by delivery of notice to such effect to the other party and to the current DRB Members. In such event a new agreement in the same form as this DRB Agreement will be executed establishing the new DRB, and except as otherwise mutually agreed by the Authority and Contractor, the work to be performed by the DRB established under this DRB Agreement shall be limited to disputes submitted to the DRB before delivery of the notice requiring appointment of a new DRB.

The personal services of the DRB Member are a condition to receiving payment hereunder. No DRB Member shall assign any of his or her work pursuant to this DRB Agreement without the prior written consent of both the Authority and Contractor.

Each DRB Member, in the performance of his or her duties on the DRB, is acting as an



independent contractor and not as an employee of either the Authority or Contractor. No DRB Member will be entitled to any employee benefits.

3. Hearings and Decisions

Each Dispute under the Contract shall be heard by the DRB as provided in the "Disputes" clause (Section 51) of the General Provisions.

In general, the DRB shall have the right to establish its own procedures and time limits, including the right to establish or to waive evidentiary rules and procedures, except for evidentiary rules pertaining to privilege. Each party shall retain the right to discovery as provided in the Contract and to present its witnesses and evidence at its own discretion, within the parameters established by the DRB.

Upon receipt by the DRB of a notice of appeal, either from the Contractor or the Authority, the DRB shall convene a hearing to review and consider the matter as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Both the Authority and the Contractor are encouraged to provide exhibits, calculations, and any other pertinent material to the DRB for review prior to the hearing. All such material shall concurrently be given to the other party.

The DRB shall convene to consider questions presented to it, and shall at the conclusion of each hearing either provide the DRB Decision or advise the parties when the DRB Decision will be forthcoming.

4. Provision of Documents to DRB

The Contractor, with assistance of the Authority, shall furnish to each DRB Member one copy of all documents it might have, other than those furnished by the Authority, which are pertinent to the performance of the Contract and necessary to the DRB's work.

The Authority shall furnish each DRB Member one copy of all Contract Documents, all Design Documents (following preparation thereof by the Contractor and approval thereof by Authority), and other documents pertinent to the performance of the Contract and necessary to the DRB's work.

Each DRB Member agrees to execute and deliver a confidentiality agreement as described in the "Availability for Review" clause (Section 25.1) of the General Provisions with respect to copies of Escrowed Proposal Documents (EPDs) that may be provided to the DRB.

5. Expenses

Except as otherwise provided in Section 6 hereof, payment for services rendered by each DRB Member and for their direct, non-salary expenses shall be calculated in accordance with the



payment schedule for such DRB Member agreed to among the Authority, the Contractor, and the DRB Member, and shall be paid in accordance with this Section 5.

Invoices for payment for work completed shall be submitted no more often than once per month. Such invoices shall be in a format approved by the Authority and accompanied by a general description of activities performed during this period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the DRB Member together with direct, non-salary expenses. Billings for expenses shall include an itemized listing supported by copies of the original bills, invoices, expense accounts, and miscellaneous supporting data.

Each DRB Member shall keep available for inspection, for a period of three years after final payment, the cost records and accounts pertaining to this DRB Agreement.

6. Disputes Involving Other Parties

The parties acknowledge that various third parties may agree that the jurisdiction of the DRB shall extend to disputes affecting such third parties. In general, such disputes shall be heard by the three DRB Members, appointed as described above, in accordance with the terms of the Contract, this DRB Agreement, and the contract between the Authority and such third parties ("Such Third Parties"). However, to the extent that the following rights are provided to Such Third Parties by the Authority, the Parties agree that the membership of the DRB may be modified with respect to disputes involving Such Third Parties, as follows:

- A. Such Third Party may agree to use the existing DRB with respect to the dispute. This option shall be deemed selected:
 - i. Unless Such Third Party delivers written notice to the DRB that it intends to select a qualified consultant/DRB Member with respect to such dispute, which notice is delivered to the DRB Chairperson within seven days after delivery of written notice to Such Third Party describing the dispute and stating that Such Third Party is a necessary party to the dispute resolution procedure, or
 - ii. If Such Third Party fails to select a qualified consultant/DRB Member, as described above, within seven days after delivery of notice of intent to select such person, or after notification of the Authority's or Contractor's disapproval of the DRB Member.
- B. If Such Third Party elects not to use the existing DRB as provided above, then Such Third Party may:
 - i. Select an advisor who shall act as a non-voting consultant to the DRB with respect to the dispute; or



- ii. Select a fourth DRB Member who shall have the right to participate in the selection of a fifth DRB Member and to participate in the decision-making process hereunder with respect to such dispute; or
- iii. With respect to disputes which do not involve the Contractor, appoint a DRB Member who shall replace the DRB Member appointed by the Contractor.

In selecting a non-voting consultant/DRB Member, Such Third Party is encouraged to appoint the same individual for all disputes, so that such individual will have the opportunity to develop expertise and familiarity regarding the Project.

Any non-voting consultant or DRB Member selected by Such Third Party shall be required to meet the qualifications for DRB Members set forth herein, and shall execute and agree to be bound by the terms of this DRB Agreement as to disputes involving Such Third Party. In the event that a fourth member is selected, Such Third Party's selection of the fourth DRB Member shall be subject to the Authority's and Contractor's approval, and the fifth DRB Member shall be selected by a majority vote of the four DRB Members. Disputes regarding appointment of such fifth Member shall be subject to the dispute resolution procedures set forth in the Contract, and shall be decided by the original three DRB Members.

Expenses of the DRB payable by Such Third Party shall be as follows:

- In the event that option 6.A is selected, or if Such Third Party elects to appoint a voting DRB Member, Such Third Party shall share equally the costs and expenses for the DRB determined in accordance with the Contract, including the costs of the two additional DRB Members; and
- In the event that Such Third Party opts to appoint a non-voting consultant, Such Third Party shall be responsible for paying the costs and expenses for the consultant which it appointed, as well as a proportionate share of the costs and expenses of the third DRB member, together with a proportionate share of any common costs allocable to the parties to a dispute under the Contract. In determining the amount of any such payment or reimbursement of costs and expenses, the DRB Members are specifically directed to consider the benefit accruing to Such Third Party resulting from the DRB's expertise and familiarity with the Project, and the expenditures previously incurred by the Authority and the Contractor to develop such expertise and familiarity. In such case the Contractor shall be responsible for paying amounts invoiced by the DRB Members for the common costs, and invoicing the other participants for their share of such amounts.

The provisions set forth in this Section 6 shall supersede any provisions to the contrary contained in the Contract.



7. Miscellaneous

Capitalized terms used but not defined herein shall have the meanings set forth in the Contract.

Notices hereunder shall be sent as provided in the Contract. The addresses for the DRB Members are set forth on the signature pages hereof.

This DRB Agreement shall be governed by and construed in accordance with the law of the State of California. To the extent that the Federal Arbitration Act may apply to disputes considered hereunder, to the maximum extent allowed by law, the parties hereby waive any requirements of the Federal Arbitration Act that are inconsistent with the provisions of this DRB Agreement and the Contract.

No DRB Member shall release any material or data prepared or received by the DRB under this DRB Agreement to any other person or agency. All press releases or information to be published in newspapers, magazines, or electronic media, shall be distributed only after first being authorized by the Authority and the Contractor.

The parties hereto mutually understand and agree that all DRB Members, in the performance of their duties on the DRB, are acting in the capacity of independent contractors and not as employees of the Authority or the Contractor. The DRB Members shall have no personal or professional liability arising from the services provided under this DRB Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this DRB Agreement as of the day and year first above written.

DRB MEMBERS

	Address
Signature: _____	
Printed Name: _____	
Signature: _____	Address
Printed Name: _____	
Signature: _____	Address
Printed Name: _____	



CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____


[EXHIBITS TO BE ADDED]



Attachment J: Buy America Certificate**Certificate of Compliance with 49 U.S.C. § 24405(a)**

The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: January 10, 2013

Signature: 

Printed Name: Ronald N. Tutor

Company Name: Tutor Perini / Zachry / Parsons, a Joint Venture

Title: Chairman and Chief Executive Officer, Tutor Perini Corporation
Proposer's Official Representative

